

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re:	:	
	:	Chapter 11
WOPIRB, LLC	:	
	:	Bky. No. 23-12722-pmm
Debtor(s).	:	
<hr/>		
	:	MOTION FOR RELIEF FROM STAY
Stormfield Capital Funding I, LLC,	:	1301-03 West Moyamensing Avenue
	:	Philadelphia, PA 19148
Movant	:	
	:	
vs.	:	11 U.S.C. § 362
	:	
WOPIRB, LLC	:	
	:	
Respondent.	:	
<hr/>		

MOTION FOR RELIEF FROM THE AUTOMATIC STAY

STORMFIELD CAPITAL FUNDING I, LLC (“Movant” or “Secured Creditor”) by and through its attorneys, Fein, Such, Kahn & Shepard, P.C., hereby requests termination of the Automatic Stay pursuant to 11 U.S.C. § 362 and leave to proceed with its state court rights on its mortgage on real property owned by WOPIRB, LLC (“Debtor”), and in support thereof alleges as follows:

1. This Court has jurisdiction over this matter pursuant to 11 U.S.C. §§ 157, 1334 as well as § 362.
2. On or about November 29, 2021, WOPIRB, LLC, in connection with a business loan, executed a Promissory Note (the “Note”) secured by a recorded Mortgage (the “Mortgage”) in the original principal sum of \$475,000.00 on real property known as 1301-03 West Moyamensing Avenue, Philadelphia, PA 19148 (the “Property”). Said Mortgage was recorded in

the Office of the Recorder of the PHILADELPHIA County Clerk/Register, on March 8, 2022, at Instrument No. 53990906. Said Mortgage was assigned from STORMFIELD SPV I, LLC to STORMFIELD CAPITAL FUNDING I, LLC by Assignment of Mortgage (the “Assignment”) dated September 23, 2022 and recorded on September 23, 2022 in the Office of the PHILADELPHIA County Clerk/Register at Instrument No. 54101473. A copy of the Note, Mortgage and Assignment are attached hereto and marked as Exhibits A, B and C.

3. STORMFIELD CAPITAL FUNDING I, LLC, directly or through an agent, has represented it is in possession of the Note and is the holder of the Note with the right to enforce it; the Note is either made payable to Stormfield or has been duly indorsed.

4. The Note required the Debtor to make monthly interest only payments beginning January 1, 2022 and all subsequent payments to be due on the 1st day of every month thereafter until maturity on December 1, 2022.

5. The instant Chapter 11 bankruptcy petition was filed by the borrower, Debtor, on September 11, 2023. *See* ECF No. 1.

6. Prior to the bankruptcy filing, the Debtor was in default and a foreclosure action was initiated by Movant. Judgment was entered on its behalf by the Court of Common Pleas of Philadelphia County, Pennsylvania on February 28, 2023. A copy of the Judgment is attached hereto and marked as Exhibit D.

7. Secured Creditor filed a timely proof of claim (the “Claim”) in the amount of \$576,894.46 on November 17, 2023 under Claim 3-1 on the Claims Register.

8. On December 11, 2023, a Chapter 11 Plan of Reorganization (the “Plan”) was filed by Debtor and is currently pending. *See* ECF No. 30. The Plan listed Stormfield as impaired under Class 2. The Plan proposed to pay to the extent allowed as a secured claim under 11 U.S.C. § 506 through a sale of the Property. More specifically, the Plan stated the Debtor was in

discussions with several investors interested in purchasing the Property. The Debtor intended to provide further information on or before December 31, 2023. The Plan contains no other information in reference to the prospective sale.

9. On February 16, 2024, Secured Creditor filed an Objection to Debtor's Plan. *See ECF* No. 35. As of March 21, 2024, no hearing has been set with respect to confirmation of the Plan.

10. As of March 25, 2024, there is no support that Debtor actively marketed the property for sale over the prior six (6) months.

11. Pursuant to a recent Residential Broker Price Opinion (the "BPO") dated March 14, 2024, the Property has a 90-120 Market Value in the amount of \$550,000.00. A copy of the BPO is attached hereto and marked as Exhibit E.

12. The amount due as of the date of bankruptcy filing was \$576,894.46. As of March 17, 2024, not including advances, the amount due is \$594,302.76. A copy of the payoff statement is attached hereto and marked as Exhibit F.

13. As detailed in the prior paragraphs, there is no equity in this property. Also, the Property would not appear necessary to an effective reorganization in prospect. As time passes, interest accrues and other advances are made thereby likely making any potential equity to be diminished.

14. Upon information and belief, the Debtor has failed to maintain adequate insurance coverage on the Property. In support, Movant has provided copies of Mortgagor's Notice of Insurance (Evidence of Insurance Coverage Placed) with premiums totaling the sum of \$21,234.00. Copies have been attached hereto and marked as Exhibit G.

15. As of the date of the filing of this motion, there has been no evidence of payments made or other form of adequate protection offered since the bankruptcy filing. Therefore, Movant is not adequately protected.

16. Therefore, sufficient cause exists to termination the automatic stay pursuant to 11 U.S.C. § 362(d)(1) and (d)(2) and to allow Movant to resume its state court action.

17. Movant has incurred legal fees and costs in connection with this motion. Movant reserves all rights to seek an award or allowance of such fees and expenses in accordance with the underlying loan agreement, the Bankruptcy Code and other applicable law.

18. The Movant is entitled to relief from stay for cause.

19. Movant does not waive any right to seek reimbursement of any amounts not included in this motion, including fees and costs, due under the terms of the mortgage and applicable law.

WHEREFORE, the Movant prays that an Order be entered terminating the automatic stay and permitting the Movant to proceed with its state court remedies on the mortgaged premises including taking any legal action to enforce its right to possession of the mortgage premises. Further, the Movant prays that an Order be entered awarding costs and reasonable attorney's fees in accordance with the mortgage document and current law together with interest and for any other relief as deemed equitable and just.

DATED: April 4, 2024

Respectfully submitted,
FEIN, SUCH, KAHN & SHEPARD, P.C.
Attorneys for STORMFIELD CAPITAL
FUNDING I, LLC

/s/ Vincent DiMaiolo, Jr.
VINCENT M. DiMAIOLO, JR., ESQ.

cc: Michael A. Cibik, Esq. - DEBTOR
Kevin P. Callahan, Esq. - OFFICE OF U.S. TRUSTEE